



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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December 8, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO TEMPORARY
NURSING PERSONNEL SERVICES AGREEMENTS**
(All Districts) (3 Votes)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of Health Services, or his designee, to sign amendments to 31 temporary nursing personnel services agreements, substantially similar to Exhibit I, with the nursing registries identified in Attachment B, for the continued provision of temporary nursing personnel services, effective January 1, 2006 through December 31, 2006, with provisions for automatic renewals on a month-to-month basis until either: 1) the Department of Health Services (DHS or Department) completes a new qualification process to identify qualified registries to provide services upon the termination of the current contract program, or 2) midnight December 31, 2007, whichever occurs sooner.
2. Delegate authority to the Director of Health Services, or his designee, to execute agreements with qualified registries, identified and selected by DHS based on need, that can best serve the Department and are willing to agree to the County's terms and conditions, effective upon full execution by both parties through December 31, 2006, with provisions for automatic renewals on a month-to-month basis until either: 1) DHS completes a new qualification process to identify qualified registries to provide services upon the termination of the current contract program, or 2) midnight December 31, 2007, whichever occurs sooner.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving the recommended actions, the Board is approving amendments to extend the term of current contracts with nurse registries for the continued provision of temporary nursing personnel services and delegating authority to the Director to execute agreements with other qualified registries, based on need, that can best serve DHS.

FISCAL IMPACT/FINANCING:

Funding for temporary nursing personnel services is included in the Fiscal Year 2005-06 Final Budget in the total amount of \$53.1 million as follows: \$22.7 million for the LAC+USC Healthcare Network, \$2.3 million for Coastal Network, \$20.4 million for Southwest Network, \$.2 million for Rancho Los Amigos National Rehabilitation Center, \$.5 million for Juvenile Court Health Services, and \$7.0 million for Valley Care Network. Based on current estimated expenditures, the Department may need to return to the Board with a budget adjustment to realign funding into appropriate expenditure categories.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

For a number of years, the County has contracted with private registries for the provision of as-needed temporary nursing personnel for both DHS and the Sheriff's Department to address critical staffing shortages, peak workloads, and vacation coverage at their respective health facilities.

On December 19, 2000, the Board approved twenty-three agreements with various nurse registries to provide temporary nursing personnel services under any one or all the following four categories: 1) registered nurses (RN) clinic/staff and critical care RN; 2) hemodialysis RN; 3) speciality nursing and surgical technician personnel (i.e., emergency room RN; operating room RN; and surgical technician); and 4) nursing support personnel (i.e., certified nursing attendant and licensed vocational nurse) for DHS and the Sheriff's Department, effective January 1, 2001 through December 31, 2005. Of the twenty-three agreements approved by the Board, one registry decided not to continue with the contracting process resulting in a contract roster of 22.

On three subsequent occasions, the Board approved actions related to the temporary nursing personnel services program which included: 1) on July 31, 2001, approval of a sole source agreement with Antelope Valley Acute Hemodialysis Medical Group (AVAHMG) to provide hemodialysis services at High Desert Hospital (now known as High Desert Health System); 2) on January 13, 2004, delegated authority to DHS to amend the agreements to establish rates consistent with those paid in the community for the services provided under the temporary nursing personnel services agreements and to execute agreements with additional nurse registries that were willing to agree to the County's terms and conditions; and 3) on January 18, 2005, delegated authority to DHS to amend agreements to add a service category to support the management of assaultive patient behavior.

Accordingly, DHS: 1) executed a sole source agreement with AVAHMG for hemodialysis services at High Desert Hospital; 2) adjusted rates to current contractors and executed agreements with 12 additional agencies, and in consultation with County Counsel, included a new clinical nurse manager personnel service in two contracts to meet the need for nurse management services at King/Drew Medical Center; and 3) executed amendments with 16 contractors to add mental health assistants and/or psychiatric assistants personnel services.

Recently, one contractor notified DHS of its decision to terminate the contract, two contractors are no longer in business, and one contractor decided not to continue providing services after December 31, 2005, resulting in a current contractor roster of 31. All current agreements are slated to expire on December 31, 2005.

The recommended amendments will extend the term of the contracts and make other necessary changes such as adding and updating Board-mandated provisions. The current rates in the contract will not change under the recommended amendments. However, all agreements include contract language that allows the County to adjust contractor's reimbursement rates for inflation according to the average salary percentage granted to County employees or by the average Consumer Price Index, whichever is less, applied annually for each year of the contract program. The maximum inflation adjustment for any contract year is five percent.

These contracts will continue to be utilized only for the most critical Department functions which County employees, in-house staffing pool personnel, and County re-employment list personnel are not available to perform the services.

Other County Departments that may have a need for these services from time-to-time may contact DHS and use these contract services. Those County Departments that determine the need to use the registry services will do so based upon the availability of funds and will be responsible for payments to the contractors.

DHS is planning to develop a qualification process to select qualified agencies that best meet the temporary nursing personnel services required by DHS. The process will be reviewed and approved by County Counsel and will be used to replace the current contract program. DHS will return to the Board to request approval of a form agreement and to obtain delegated authority to execute the form agreement with current and/or other registries which are qualified under the planned new process.

Attachments A and B provide additional information.

County Counsel has approved Exhibit I as to use and form.

CONTRACTING PROCESS

The original roster of contractors approved by the Board on December 19, 2000 was selected through a solicitation process conducted by DHS. On February 7, 2000, DHS released a Request for Proposals

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(RFP) seeking proposals from qualified nurse registries to provide temporary nursing personnel services under any or all of the four service categories. DHS advertised the RFP on the Office of Small Business' Countywide Web Site and in local newspapers.

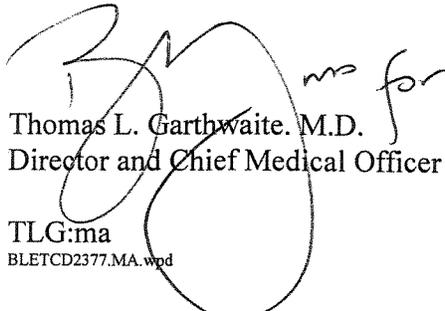
DHS added 12 contractors to the roster under the authority delegated by the Board on January 13, 2004. These additional contractors were necessary to meet the immediate needs of King/Drew Medical Center.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will ensure the continued availability of as-needed temporary nursing personnel services for DHS.

When approved, this Department requires three signed copies of the Board's actions.

Respectfully submitted,


Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:ma
BLETC2377.MA.wpd

Attachments (3)

c: Chief Administrative Officer
County Counsel
Executive Officer, Board of Supervisors

SUMMARY OF AGREEMENTS

1. TYPE OF SERVICES:

As-needed temporary nursing personnel services for the Department of Health Services (DHS).

2. AGENCY INFORMATION:

Please See Attachment B.

3. TERM OF AGREEMENT(S):

The term of the agreements will be extended through December 31, 2006, with provisions for automatic renewals on a month-to-month basis up to December 31, 2007.

4. FINANCIAL INFORMATION:

Funding for temporary nursing personnel services is included in the Fiscal Year 2005-06 Final Budget in the total amount of \$53.1 million as follows: \$22.7 million for the LAC+USC Healthcare Network, \$2.3 million for Coastal Network, \$20.4 million for Southwest Network, \$.2 million for Rancho Los Amigos National Rehabilitation Center, \$.5 million for Juvenile Court Health Services, and \$7.0 million for Valley Care Network. Based on current estimated expenditures, the Department may need to return to the Board with a budget adjustment to realign funding into appropriate expenditure categories.

5. GEOGRAPHIC AREA TO BE SERVED:

Countywide

6. DESIGNATED ACCOUNTABLE FOR PROJECT MONITORING:

County Health Facility Nursing Administration

7. APPROVALS:

Health Services Administration: Fred Leaf, Chief Operating Officer

Contract and Grants Division: Cara O'Neill, Chief

County Counsel (approval as to form): Sharon A. Reichman, Principal Deputy County Counsel

TEMPORARY NURSING PERSONNEL SERVICES
EFFECTIVE THROUGH DECEMBER 31, 2005

	CONTRACTOR	CONTRACT NUMBER
1	All Star Staffing	H700217-1
2	AMN Healthcare, Inc.	H700216
3	Associated Health Professionals, Inc.	H211855-3
4	ATC Travelers	H700227-1
5	Caravan Nurses Corporation	H211856-1
6	CareerStaff Unlimited, Inc.	H207300
7	Cross Country Staffing	H700231
8	Fastaff Inc.	H700249-1
9	Flex Nursing Service, Inc.	H700218-1
10	Haemo-Stat, Inc., Acute Hemodialysis Nursing Service	H212070
11	Hemodialysis, Inc.	H211857
12	HRN Services, Inc.	H211858-2
13	Medi-Lend Nursing Services of California, Inc.	H700262-1
14	Medical Specialists Temporary Personnel, Inc.	H207307-2
15	Mediscan Diagnostic Services, Inc.	H211859-3
16	Medstaff, Inc.	H700209-1
17	Nurse Connection, Inc.	H211860-3
18	Nurse Providers Staffing Services, Inc.	H207294
19	Nursefinders, Inc.	H212169
20	On Assignment Staffing Services, Inc.	H700342-1
21	ProCare One Nurses, LLC	H211951-1
22	Professional Resource Enterprises, Inc. (dba United Nursing International)	H211866-2
23	P.S. National, Inc. (dba Professional Staffing)	H211865-3
24	Reliable Health Care Services, Inc.	H211863-1

25	Renology Medical Group, A Medical Corporation	H211861
26	S.O.S. Nurses Service Corporation	H700223-1
27	Stat Nurses International	H700222
28	Total Personnel Network, Inc.	H700257-1
29	United Staffing Solutions, Inc.	H207299-2
30	Vital Health Care Personnel, Inc.	H207295-1
31	Westways Staffing Services, Inc.	H207298-1

Contract No. _____

TEMPORARY NURSING PERSONNEL SERVICES AGREEMENT

Amendment No. _

THIS AMENDMENT is made and entered into this _____ day
of _____, 2005,

by and between COUNTY OF LOS ANGELES (hereafter
"County"),
and _____
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled,
"TEMPORARY NURSING PERSONNEL SERVICES AGREEMENT", dated
_____, and further identified as Agreement No. H_____,
and any amendments thereto (all hereafter referred to as
"Agreement"); and

WHEREAS, the parties wish to amend Agreement to extend the
contract term and provide for other changes set forth herein; and

WHEREAS, Agreement provides that changes may be made in the
form of a written amendment which is formally approved and executed
by both parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment is effective on January 1, 2006.

2. Paragraph 1, TERM, shall be revised to read as follows:

"1. TERM: This Agreement shall be effective January 1, 2001, and shall continue, unless sooner terminated or canceled, in full force and effect to and including December 31, 2006. Said Agreement shall thereafter be automatically renewed on a month-to-month basis up to December 31, 2007, without further action by the parties hereto.

This Agreement may be terminated, with or without cause, by Contractor upon giving of at least thirty (30) calendar days advance written notice to County. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder.

County's Director of Health Services or his/her authorized designee(s) (hereafter collectively "Director") may also suspend the performance of services hereunder, in whole or in part, effective upon the Contractor's receipt of County's written notice. County's notice shall set forth the reason for the suspension, the extent of the suspension, and the requirements for full restoration of the performance obligations.

Notwithstanding any other provision of this Agreement, the failure of Contractor or its officers, employees, or agents to comply with any of the terms of this Agreement shall

constitute a material breach of contract, and the Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time."

3. Paragraph __, GENERAL INSURANCE REQUIREMENTS, shall be revised to read as follows: (Revision to apply to specific contractors only)

"GENERAL INSURANCE REQUIREMENTS: Without limiting Contractor's indemnification of County and during the term of this Agreement, Contractor shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Agreement. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense. Contractors who are self-insured for workers compensation must provide a copy of their "Certificate of Consent to Self-Insure" issued by the State in which services will be provided.

A. Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to Director at the: Department of Health

Services; Contracts and Grants Division; 313 North Figuera Street, 6th Floor-East; Los Angeles, California 90012-2659, prior to commencing services under this Agreement. Such certificates or other evidence shall:

- (1) Specifically identify this Agreement.
- (2) Clearly evidence all coverages required in this Agreement.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) calendar days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding County of Los Angeles, its Special Districts, its officials, officers, and employees as insured for all activities arising from this Agreement.
- (5) Identify any deductibles or self-insured retentions for County's approval. County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses

and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

B. Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to County with an A.M. Best rating of not less than A:VII, unless otherwise approved by County.

C. Failure to Maintain Coverage: Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

D. Notification of Incidents, Claims, or Suits: Contractor shall report to County:

- (1) Any accident or incident relating to

services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within twenty-four (24) hours of occurrence.

(2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Agreement.

(3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to County contract manager.

(4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies, or securities entrusted to Contractor under the terms of this Agreement.

E. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

F. Insurance Coverage Requirements for

Subcontractors: Contractor shall ensure any and all subcontractors performing services under this Agreement meet the insurance requirements of this Agreement by either:

(1) Contractor providing evidence of insurance covering the activities of subcontractors, or

(2) Contractor providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. County retains the right to obtain copies of evidence of subcontractor insurance coverage at any time."

4. Paragraph __, NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT, shall be added to Agreement as follows: (Revisions to apply to specific contractors only)

"__. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County

for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement."

5. Paragraph __, CONSIDERATION OF GAIN PROGRAM PARTICIPANTS FOR EMPLOYMENT, of the ADDITIONAL PROVISIONS of Agreement shall be revised to read as follows: (Revisions to apply to specific contractors only)

"_. CONSIDERATION OF COUNTY'S DEPARTMENT OF PUBLIC SOCIAL SERVICES ("DPSS") GREATER AVENUES FOR INDEPENDENCE ("GAIN") OR GENERAL RELIEF OPPORTUNITY FOR WORK ("GROW") PROGRAM PARTICIPANTS FOR EMPLOYMENT: Should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's DPSS GAIN or GROW Programs, who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County

employees shall be given first priority."

6. Paragraph __, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, of the ADDITIONAL PROVISIONS of Agreement shall be revised to read as follows: (Revisions to apply to specific contractors only)

"__ . CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain in compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 USC section 653a)] and California Unemployment Insurance Code section 1088.55, and shall

implement all lawfully served Wage and Earnings Withholdings Orders or Child Support Services Department ("CSSD") Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

B. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in the "Contractor's Warranty of Adherence to County's Child Support Compliance Program" Paragraph immediately above, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement failure of Contractor to cure such default within ninety (90) calendar days of written notice by County shall be grounds upon which County may terminate this contract pursuant to the "Termination for Default" Paragraph of this Agreement, and pursue debarment of Contractor, pursuant to County Code Chapter 2.202."

7. Paragraph __, CONTRACTOR RESPONSIBILITY AND DEBARMENT, of the ADDITIONAL PROVISIONS of Agreement shall be revised to read as follows: (Revisions to apply to all contractors)

"__ . CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible contractors.

B. The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

C. The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a

contract with the County or a nonprofit corporation created by the County; (2) committed any act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation

regarding whether the contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or

management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed

decision and recommendation to the Board of Supervisors.
The Board of Supervisors shall have the right to modify,
deny, or adopt the proposed decision and recommendation of
the Contractor Hearing Board.

I. These terms shall also apply to subcontractors of County Contractors."

8. Paragraph __, NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW, Paragraph __, CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW, Paragraph __, HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, Paragraph __, COMPLIANCE WITH JURY SERVICE PROGRAM, and Paragraph __, USE OF RECYCLED - CONTENT BOND PAPER shall be added to the ADDITIONAL PROVISIONS of Agreement to read as follows: (Revisions to apply to specific contractors only)

"__ . NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to its officers, employees, and agents, and shall require each of Contractor's subcontractors providing services under this Agreement also notify and provide to its officers, employees, and agents, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. County's fact sheet is available on the Internet at www.babysafela.org for printing

and review purposes.

___ . CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that County places a high priority on the implementation of the Safely Surrendered Baby Law. Contractor understands that it is County's policy to encourage Contractor and all of its subcontractors, providing services under this Agreement, if any, to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at their place of business. County's Department of Children and Family Services will supply Contractor with the poster to be used.

___ . HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996: The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA"). Contractor understands and agrees that, as a provider of medical treatment services, it is a 'covered entity' under HIPAA and, as such, has obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and

authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA, and that such obligations relate to transactions and code sets, privacy, and security. Contractor understands and agrees that it is separately and independently responsible for compliance with HIPAA in all these areas and that County has not undertaken any responsibility for compliance on Contractor's behalf. Contractor has not relied, and will not in any way rely, on County for legal advice or other representations with respect to Contractor's obligations under HIPAA, but will independently seek its own counsel and take the necessary measures to comply with the law and its implementing regulations.

Contractor and County understand and agree that each is independently responsible for HIPAA compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA Law and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees to indemnify and hold harmless the other party (including their officers, employees, and agents), for its failure to comply with HIPAA.

COMPLIANCE WITH JURY SERVICE PROGRAM:

A. Jury Service Program: This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code.

B. Written Employee Jury Service Policy:

(1) Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. Contractor's policy may further provide that employees deposit any fees received for such jury service with Contractor or that Contractor deduct from the employee's regular pay the fees received for jury service.

(2) For purposes of this Paragraph, and as set

forth in the Jury Service Program provision of the County Code as described hereinabove: "Contractor" shall mean a person, partnership, corporation or other entity, that has a contract with County, or a subcontract with a County Contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more County contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of Contractor; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: (1) the lesser number is a recognized industry standard as determined by County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for County under this Agreement, the subcontractor shall also be subject to the provisions of this

Paragraph. The provisions of this Paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

(3) If Contractor is not required to comply with the Jury Service Program on the effective date of this Agreement, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. County may also require, at any time during the Agreement term, and at its sole discretion, that Contractor demonstrate to County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this Paragraph may constitute a material breach of this Agreement. In the event of such material breach, County may, in its sole discretion, terminate this Agreement and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

USE OF RECYCLED-CONTENT BOND PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement."

9. Paragraph 3, Subparagraph "A" (Overtime Compensation) of Exhibit B of the Agreement shall be deleted and replaced with the following: (Revisions to apply to specific contractors only)

"3. OVERTIME COMPENSATION: County will reimburse Contractor for nursing support services provided by Contractor's personnel under this Agreement on an overtime basis based on the rates and conditions set forth herein:

A. Per Diem Nursing Support Personnel: Overtime rates for per diem nursing support personnel set forth herein shall be applicable only on a daily basis. Overtime for

per diem nursing support personnel is defined and compensated as follows:

(1) Hours worked in excess of eight (8) hours per day, or twelve (12) hours per day, depending on the shift scheduled by County up to and including a maximum of sixteen (16) hours per twenty-four (24) hour period, at any one County Facility. For purposes of per diem overtime, all of the Comprehensive Health Centers identified in Exhibit "C" shall be considered one County Facility and all of the Sheriff's Department Facilities identified in Exhibit "C" shall be considered one County Facility.

(2) For nursing support personnel who work over eight (8) hours per day at a County Facility, County shall pay one and one-half (1.5) times the hourly rate set forth herein for the actual overtime worked only. For nursing support personnel who work over twelve (12) hours per day at a County Facility, County shall pay two (2) times the hourly rate set forth herein for the actual overtime worked only.

(3) Except to the extent overtime rates are authorized for per diem nursing support personnel herein, County shall not be responsible for overtime

for Contractor's per diem personnel who work in excess of forty (40) hours per week at any one County Facility or combination of County Facilities.

(4) Contractor's nursing support personnel working at any one County Facility or combination of County Facilities, shall work no more than a maximum of sixty-four (64) hours in any seven (7) day period, inclusive of all County and private facilities."

10. Paragraph 3, Subparagraph "A" (Overtime Compensation) of Exhibit B.2 of the Agreement shall be deleted and replaced with the following: (Revisions to apply to specific contractors only)

"3. OVERTIME COMPENSATION: County will reimburse Contractor for temporary per diem/traveling nursing personnel services provided by Contractor's personnel under this Agreement on an overtime basis based on the rates and conditions set forth herein:

A. Per Diem RN Personnel: Overtime rates for per diem personnel set forth herein shall be applicable only on a daily basis. Overtime for per diem RN personnel is defined and compensated as follows:

(1) Hours worked in excess of eight (8) hours per day, or twelve (12) hours per day, depending on the shift scheduled by County up to and including a

maximum of sixteen (16) hours per twenty-four (24) hour period, at any one County Facility. For purposes of per diem overtime, all of the Comprehensive Health Centers identified in Exhibit "C" shall be considered one County Facility and all of the Sheriff's Department Facilities identified in Exhibit "C" shall be considered one County Facility.

(2) For RN personnel who work over eight (8) hours per day at a County Facility, County shall pay one and one-half (1.5) times the hourly rate set forth herein for the actual overtime worked only. For RN personnel who work over twelve (12) hours per day at a County Facility, County shall pay two (2) times the hourly rate set forth herein for the actual overtime worked only.

(3) Except to the extent overtime rates are authorized for per diem RN personnel herein, County shall not be responsible for overtime for Contractor's per diem RN personnel who work in excess of forty (40) hours per week at any one County Facility or combination of County Facilities.

(4) Contractor's RN personnel working at any one County Facility or combination of County Facilities,

shall work no more than a maximum of sixty-four (64) hours in any seven (7) day period, inclusive of all County and private facilities."

11. Paragraph 3, Subparagraph "A" (Overtime Compensation) of Exhibit B.3 of the Agreement shall be deleted and replaced with the following: (Revisions to apply to specific contractors only)

"3. OVERTIME COMPENSATION: County will reimburse Contractor for speciality nursing and surgical technician personnel services provided by Contractor's personnel under this Agreement on an overtime basis based on the rates and conditions set forth herein:

A. Per Diem Personnel: Overtime rates for per diem personnel set forth herein shall be applicable only on a daily basis. Overtime for per diem personnel is defined and compensated as follows:

(1) Hours worked in excess of eight (8) hours per day, or twelve (12) hours per day, depending on the shift scheduled by County up to and including a maximum of sixteen (16) hours per twenty-four (24) hour period, at any one County Facility. For purposes of per diem overtime, all of the Comprehensive Health Centers identified in Exhibit "C" shall be considered one County Facility and all of the Sheriff's

Department Facilities identified in Exhibit "C" shall be considered one County Facility.

(2) For personnel who work over eight (8) hours per day at a County Facility, County shall pay one and one-half (1.5) times the hourly rate set forth herein for the actual overtime worked only. For personnel who work over twelve (12) hours per day at a County Facility, County shall pay two (2) times the hourly rate set forth herein for the actual overtime worked only.

(3) Except to the extent overtime rates are authorized for per diem personnel herein, County shall not be responsible for overtime for Contractor's per diem personnel who work in excess of forty (40) hours per week at any one County Facility or combination of County Facilities.

(4) Contractor's personnel working at any one County Facility or combination of County Facilities, shall work no more than a maximum of sixty-four (64) hours in any seven (7) day period, inclusive of all County and private facilities."

12. Except for the changes set forth herein, all terms and conditions of the Agreement shall remain the same.

Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
RAYMOND G. FORTNER
COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

amendment.frm.wpd